



MIAMI-DADE EXPRESSWAY AUTHORITY

3790 NW 21 St. // Miami, FL 33142

www.mdxway.com

SUPPLEMENTAL AGREEMENT NO. 1 TO CONSTRUCTION CONTRACT

MDX PROCUREMENT/CONTRACT NO.: ITB-17-04

BOND NUMBER:

41374376

MDX WORK PROGRAM NO.: N/A

MDX PROJECT/SERVICE TITLE: SYSTEM-WIDE MAINTENANCE OF TRAFFIC (MOT) SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO CONSTRUCTION CONTRACT (as "SA #1") is made and entered into this 19th day of APRIL, 2018 (the "Effective Date"), by and between the **Miami-Dade County Expressway Authority d/b/a as Miami-Dade Expressway Authority (the "Authority" or "MDX")**, a body politic and corporate, a public instrumentality and an agency of the State of Florida, created under the Florida Expressway Authority Act, Part I of Chapter 348, Florida Statutes, acting by and through its Governing Board, and **Safety Systems Barricades, Corp**, (as the "Contractor"), a Florida corporation, **F.E.I.N. 263278034**; and **Platte River Insurance Company** (as "Surety"), a Georgia corporation duly authorized to transact business in the State of Florida, **F.E.I.N. 560997453** (collectively, referred to herein as the "Parties" to this SA #1).

WITNESSETH

WHEREAS, MDX procured for all Work necessary to complete **System-Wide Maintenance of Traffic (MOT) Services** (the "Project") and subsequently entered into MDX Procurement/Contract No. **ITB-17-04** with the Contractor on **July 24, 2017** (the "Construction Contract" or "Contract") to facilitate the Project; and

WHEREAS, Extra Work has been identified and approved by the Engineer to properly complete the Project; and

WHEREAS, this SA#1 addresses such Extra Work and the applicable compensation and entitlement of the Contractor.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to the following:

1. The foregoing recitations are true and correct and are incorporated herein by reference.

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2. As a result of this SA #1 and in accordance with § 4-3, *Alteration of Plans or of Character of Work*; and §4-3.2.1, *Allowable Costs for Extra Work* of the MDX General Specifications for Construction (the "MDX Specifications") the Contractor shall:
 - a. Design, sign and seal Traffic Control Plans (MOT Plans) for the implementation of full closures along the MDX System.
 - b. Perform Full Road Closures (FRC) along the MDX System in accordance to approved signed and sealed MOT Plans.
3. There is no increase to the Contract Upper Limiting Amount. MDX shall issue a Work Order(s), on a project-by-project basis as needed, detailing line item tasks for Work identified to be completed at the pre-determined Unit Cost as shown on *Exhibit B, Revised Bid Tabulation Sheet*.
4. The *Revised Bid Tabulation* attached hereto as *Exhibit B* includes the costs for the Extra Work as detailed in *Exhibit A, Entitlement Analysis* and supersedes the Bid Tabulation submitted with the Bid Package and included in the Contract.
5. The following table sets forth the revisions to the Contract Amount for each Contract Supplemental Agreement including this SA #1:

Summary of Revisions to the Upper Limiting Contract Amount		
	(\$) Change	Contract Upper Limiting Amount
Original Contract Upper Limiting Amount:		\$1,650,000.00
SA # 1	\$0.00	\$1,650,000.00

6. There is no change to the Contract Bond of *Two Hundred Thousand Dollars and Zero Cents (\$200,000.00)*.
7. The following table sets forth the revisions to the Contract Term including this SA #1:

Summary of Revisions to the Contract Term	
Time Granted	Contract Term
	Three (3) years from NTP with an additional optional two (2) one (1) year renewals.
0	Three (3) years from NTP with an additional optional two (2) one (1) year renewals.

8. MDX reserves of all its rights provided under the Contract and Florida law and nothing herein, whether stated or implied, waives such rights.
9. The defined terms used herein, unless otherwise defined in this SA #1, shall have the meanings ascribed to them in the Contract Documents.
10. Except as expressly provided herein, all of the terms, conditions, covenants, agreements and understandings contained in the Contract Documents shall remain unchanged and in full force and effect, and the same are hereby expressly ratified and confirmed by the Parties.
11. This SA #1 shall not alter or change in any manner the force and effect of the Contract except as modified and amended herein. Wherever the terms of this SA #1 and the terms of the Contract Documents are in conflict, the terms of this SA #1 shall govern and control.
12. The Parties hereby agree the consideration expressed in this SA #1, the monetary sum(s) and Contract Time extension agreed to herein, constitute a full and complete settlement of all the matters set forth herein, including, but not limited to, all direct costs for equipment, manpower and materials, as well as indirect costs, expenses (inclusive of bond and insurance premiums) and profit (inclusive of overhead of any kind) and delay damages relating to the issues set forth in this SA #1. The settlement outlined herein, is limited to and applies only to any claims arising out of or on account of the matters described and set forth in this SA #1 which constitutes the totality of SA #1.
18. **List of Exhibits:**

Exhibit A Entitlement Analysis

Exhibit B Revised Bid Tabulation Sheet

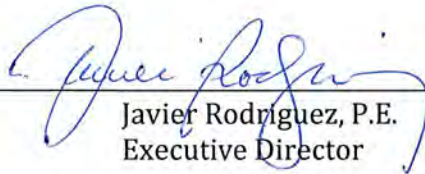
MDX PROCUREMENT/CONTRACT NO.: ITB-17-04

MDX WORK PROGRAM NO.: N/A

MDX PROJECT/SERVICE TITLE: SYSTEM-WIDE MAINTENANCE OF TRAFFIC (MOT) SERVICES


IN WITNESS WHEREOF, the Parties have caused this SA #1 to be executed by their respective and duly authorized officers as of the Effective Date defined herein.

MIAMI-DADE EXPRESSWAY AUTHORITY

By: 

Javier Rodriguez, P.E.
Executive Director

SAFETY SYSTEMS BARRICADES, CORP

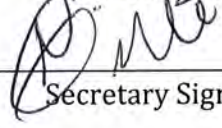
By: 

Signature of Authorized Officer
Amircar Pobieda

Print Name of Authorized Officer

VICE-PRESIDENT

Title of Authorized Officer

ATTEST: 

Secretary Signature

{Corporate Seal}

PLATTE RIVER INSURANCE COMPANY

By: 

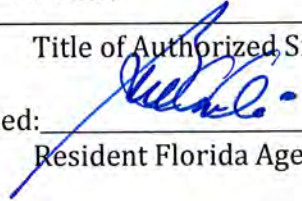
Authorized Signatory

Burton Harris

Print Name of Authorized Signatory

Attorney-In-Fact

Title of Authorized Signatory

Countersigned: 

Resident Florida Agent #A111883

Burton Harris

Print Name

{Corporate Seal}

A power of Attorney showing authority of the Surety's Agent, or Attorneys'-in-Fact, to sign on behalf of and bind the Surety Company shall be attached to this Supplemental Agreement No. 1 to MDX Procurement/Contract No. ITB-17-04.

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

41392220

Bond No. 41374376

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

BURTON HARRIS; CHRISTINE M REED

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Attest:

John E. Rzepinski

John E. Rzepinski
Vice President, Treasurer & CFO

Suzanne M. Broadbent

Suzanne M. Broadbent
Assistant Secretary



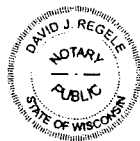
PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills

Stephen J. Sills
CEO & President

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

On the 3rd day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } s.s.:
COUNTY OF DANE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 11th day of April, 2018.



Antonio Celii

Antonio Celii
General Counsel, Vice President & Secretary